

EXHIBIT C.1

CINCINNATI METROPOLITAN HOUSING AUTHORITY *ADDITIONAL TERMS AND CONDITIONS* *FOR LEGAL SERVICES*

1. **Purpose:** This document sets out additional terms and conditions for Contractors providing legal services to CMHA.
2. **Conflicts of Interest:** Contractor shall be vigilant in identifying conflicts or potential conflicts of interests and the appearance of such conflicts. Contractor must discuss any existing or potential conflict with CMHA at the onset of the representation or as soon as the conflict becomes apparent. All existing and potential conflicts must be resolved to the satisfaction of CMHA before the representation may begin or continue.
3. **Confidentiality:** Contractor shall ensure that the attorney-client privilege, the work product doctrine, and other applicable privileges are fully retained for the benefit of CMHA.
4. **Files and Records:** Contractor should provide final copies of all research, strategy, and other analytical memos, substantive correspondence, transaction discovery, written discovery and court filings to CMHA.
5. **Contractor Obligations to HUD:** Contractor has an obligation not to and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD, the General Accounting Office, or the officers and employees of HUD and the General Accounting Office. Contractor shall comply with all applicable regulations pertaining to access to books, documents, papers, and records. Nothing contained herein shall limit or diminish Contractor's professional and ethical duty to CMHA.
 - 5.1. Contractor shall make available for inspection and copying, by HUD, the General Accounting Office, and the officers and employees of HUD and the General Accounting Office all invoices, detailed billing statements, and evidence of payment thereof relating to Contractors engagement except that Contractor shall have no duty to take any action it deems a violation of the applicable professional rules of conduct.
6. **Email:** Contractor will use discretion in all email communications. All privileged email communications should be prominently labeled as confidential.
7. **Legal Fees, Statements, Costs and Adjustments**
 - 7.1. **Legal Fees:** CMHA agrees to pay for legal services on a basis set forth in the Contract Documents within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If services are to be billed at an hourly rate

specified only for the principal attorney, other attorneys and law clerks in the firm will be billed at rates proportionate to that of the principal attorney and commensurate with their experience and skills. Quoted hourly rates are good for the term of the Contract.

7.2. Legal Research: It is frequently necessary to investigate facts or pursue legal theories. CMHA will be billed for all hours reasonably expended on its behalf. Contractor shall obtain prior authorization for more than eight (8) hours of legal research on a single issue. Copies of memoranda prepared as a result of any research charged to CMHA shall be promptly provided to CMHA. Research memoranda should be accurate, organized and readily comprehensible.

7.3. Statements, Payments and Interest. All invoices must include the purchase order number and the date the invoice was sent to CMHA. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment. If Contractor performs services without a Purchase Order, CMHA shall not be required to pay Contractor for those services. In addition, the billing statement must include a detail and summary portion as follows:

7.3.1. Detail Portion of Statement: The detailed portion must include: an itemized dated and detailed description of each legal service performed; the name and bill rate of the person performing the service; the amount of time spent performing the service; an itemized statement of expenses.

7.3.2. Summary Portion of Statement: The summary portion of the statement must include total hours worked during the billing period by each attorney and paralegal; any sums outstanding from prior invoices; a summary of all fees and expenses incurred from the inception of the matter through the end of the billing period

7.3.3. Collective Matters: If Contractor is working on multiple matters for CMHA, the invoices may be submitted collectively. However each page of the invoice must include the Contractor's name and the specific matter addressed on that page.

7.3.4.Invoices shall be submitted to Accounts Payable monthly either via e-mail to accounts.payable@cintimha.com or via mail to Cincinnati Metropolitan Housing Authority, Attention: Finance, 1635 Western Avenue, Cincinnati, Ohio 45214 for CMHA or to touchstoneap@cintimha.com for Touchstone Property Services.

8. Case Management:

8.1. Contractor is authorized to take all actions which it deems advisable within the scope of representation, except to settle or otherwise dispose of any particular case. Contractor will

notify CMHA of all significant developments and consult with CMHA in advance as to any significant decisions, except in emergencies where it is imperative a decision must be made without advance consultation.

- 8.2. The assertion of any defenses or affirmative claims is dependent upon Contractor's investigation and conclusion that such defenses or claims are well grounded in fact and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law.
 - 8.3. Contractor shall delegate the work in a manner that ensures the most efficient and productive combination of expertise and economy.
 - 8.4. Collaboration with CMHA: CMHA is best served by a close and collaborative relationship with its Legal Service Providers. CMHA looks to Contractor for its expertise, as well as its judgment, skills and creativity. To facilitate collaboration, Contractor shall keep CMHA fully and timely apprised of all significant developments and consult with CMHA on all significant decision concerning legal tactics and strategy.
 - 8.5. Throughout the course of representation, Contractor will send CMHA pleadings, documents, correspondence, and other information pertinent to its representation of CMHA.
 - 8.6. When services conclude, including by reason of withdrawal or termination, Contractor, upon CMHA's request, will deliver the files along with any of CMHA's funds or property remaining in Contractor's possession.
 - 8.7. Any funds Contractor holds in trust for CMHA shall be placed in a separate interest bearing account or in an IOLTA account.
9. **Limitations on Representation.** Contractor shall have no duty to take actions on CMHA's behalf which violate court rules or professional standards of ethics. During the pendency of this Agreement, Contractor shall not, without approval of CMHA and the United States Department of Housing and Urban Development, represent any officer or employee of CMHA, in his or her individual capacity, in connection with potential civil liability or criminal conduct issues related to CMHA operations.